

EXHIBIT 4



Via Federal Express and Email (max@maximcrude.com)

December 20, 2024

Maxim Crude Oil, LLC
12200 W Interstate 20
Odessa, TX 79763
Attention: Max Jensen, Manager

Re: Termination Notice – MCOL01001/MCOL01002

Dear Mr. Jensen,

Reference is made to that certain Master Railcar Lease dated as of April 25, 2022, as amended (the "Master Lease") between First-Citizens Bank & Trust Company (as successor by merger to CIT Bank, N.A.) ("FCB"), CIT Equipment Financing, LLC (as successor by conversion to The CIT Group/Equipment Financing, Inc., an initial party and successor by merger to CIT Railcar Funding Company, LLC) and Maxim Crude Oil, LLC ("Maxim"), together with Schedule No. 01 thereto dated April 26, 2022, as amended (MCOL01001) and Schedule No. 02 thereto dated July 5, 2022, as amended (MCOL01002) (the foregoing Schedules and the Master Lease, to the extent incorporated in or relating to such Schedules, are collectively referred to as the "Leases"), between FCB and Maxim, pursuant to which Maxim leases from FCB certain railcars described in the Schedules (the "Cars").

We have previously notified you that Maxim was in default under the Leases in the payment of rent and other charges for the Cars leased thereunder. Despite FCB's continuing demands for payment and evidence of insurance, Maxim remains in default under the Leases for such obligations.

This letter is to notify you that the Leases, and Maxim's right to possession and use of the Cars under the Leases, are hereby terminated. You are hereby instructed to return the Cars to VLS Environmental Solutions – Baytown, TX or such other return location designated by FCB in the return condition specified in Section 12 of the Master Lease. Please contact Alejandra Mendez (alejandra.mendez@firstcitizens.com) of CIT Rail's Customer Service team, if you have any questions relating to return of the Cars.

Additionally, in accordance with Section 11 of the Master Lease, **CIT demands payment of \$1,782,593.11**, consisting of (i) current outstanding invoices in the amount of \$776,993.11, as described on Exhibit A hereto and (ii) \$1,005,600.00 with respect to remaining rent payable to FCB through the expiration date of the Schedules, as shown on Exhibit B hereto. In accordance with the Schedules, CIT hereby notifies Maxim that it will apply the entire \$170,640.00 Security Deposit held by FCB for MCOL01002 against Maxim's outstanding payment obligations. Maxim shall remain responsible for payment of the remaining outstanding balance.

No provision of this letter shall in any way (i) constitute, or be deemed to constitute, a waiver, express or implied, by FCB of any term, condition, covenant or agreement of the Leases or of any

CIT Rail
30 South Wacker Drive
Suite 2900
Chicago, IL 60606



default now or hereafter existing thereunder or (ii) constitute a waiver of, or impair, any rights, remedies, powers or privileges of FCB under the Leases.

Very truly yours,

A handwritten signature in black ink, appearing to be "Randy Kaploe", written over a horizontal line.

Randy Kaploe
Senior Vice President

cc: Dan Burnett
Gabriel Pineda

CIT Rail
30 South Wacker Drive
Suite 2900
Chicago, IL 60606

Exhibit A

Outstanding Invoices

<u>Due Date</u>	<u>Invoice #</u>	<u>Lease ID</u>	<u>Description</u>	<u>Amount Invoiced</u>	<u>Amount Paid</u>	<u>Amount Due</u>
11/1/23	1155370	MCOL01002	MAINT. REBILL: CASH BASIS	69,104.41		69,104.41
12/1/23	1158569	MCOL01002	MAINT. REBILL: CASH BASIS	168,064.96		168,064.96
1/1/24	1161797	MCOL01002	MAINT. REBILL: CASH BASIS	63,794.46		63,794.46
2/1/24	1165047	MCOL01002	MAINT. REBILL: CASH BASIS	1,369.80	20.19	1,349.61
4/1/24	1171368	MCOL01002	MAINT. REBILL: CASH BASIS	36,467.28		36,467.28
9/1/24	1185852	MCOL01002	RENTAL	73,929.06	10,680.34	63,248.72
10/1/24	1190027	MCOL01001	POST TERM RENT	37,950.00		37,950.00
10/1/24	1189151	MCOL01002	RENTAL	74,750.00		74,750.00
11/1/24	1193341	MCOL01001	POST TERM RENT	37,950.00		37,950.00
11/1/24	1192449	MCOL01002	RENTAL	74,313.67		74,313.67
12/1/24	1196885	MCOL01001	RENTAL	37,950.00		37,950.00
12/1/24	1196884	MCOL01001	POST TERM RENT	37,950.00		37,950.00
12/1/24	1195736	MCOL01002	RENTAL	74,100.00		74,100.00
				\$787,693.64	\$10,700.53	\$776,993.11

Exhibit B

Remaining Rent

Contract	# of Months	# of Cars	Monthly Rent/Car	Total	Expiration Date
MCOL01001	8	66	\$575	\$303,600	8/31/2025
MCOL01002	9	120	\$650	\$702,000	9/30/2025
				<u>\$1,005,600</u>	